

but it was subsequently abandoned, as it was found that the lady would be of age, and would have the power of confirming the settlement, before the appeal could be disposed of.

It appears to me, therefore, that the weight of authority is against these settlements, and I can see no sufficient reason why the rule of law which incapacitates an infant during minority from disposing of property, should be released in their favor.

The contract of a female infant in reference to her dower and thirds, when made upon sufficient consideration, stands, as we have seen, upon a totally different ground; as do those settlements before marriage, relating to the *general personal* estate, which, upon the marriage, would, by operation of law, devolve upon the husband.

But though I think the settlement in this case was not absolutely binding upon the wife, so far as the real estate is concerned, I do not look upon it as simply *void*, because its stipulations and provisions appear to me to have been beneficial to her.

Indeed, none of the cases to which I have been referred, or which I have met with in the books, treat these settlements as merely *void* and incapable of confirmation by the wife after she attains the competent age. The cases, on the contrary, show that the infant may give efficacy to the settlement, either by an express confirmation after attaining majority, or by some act which would make it inequitable in her to impeach it.

In *Durnford vs. Lane*, 1 Bro. C. C., 106, Lord Thurlow, after expressing a strong opinion against the validity of settlements by female infants in contemplation of marriage, even when made in consideration of competent settlements upon them, says, if she had a settlement from her husband, and after his death she takes possession of it, he thought she would be bound by the equity arising from her own act; and this observation he made, as he remarked, in deference to the cases of *Cannal vs. Buckle*, 2 P. Wm., 342, and *Harvey vs. Ashley*, 3 Atk., 615.

In this latter case, the opinion of Lord Hardwick is clearly expressed in favor of the validity of the agreement of an infant,